

April 26, 2019

EDWARD J. EMMONS, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIADennis F. Dunne (admitted *pro hac vice*)Samuel A. Khalil (admitted *pro hac vice*) Signed and Filed: April 25, 2019

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DENNIS MONTALI  
U.S. Bankruptcy Judge

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*Proposed Counsel for the Official Committee  
of Unsecured Creditors*UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**In re:****PG&E CORPORATION****- and -****PACIFIC GAS AND ELECTRIC  
COMPANY,****Debtors.**Bankruptcy Case  
No. 19-30088 (DM)Chapter 11  
(Lead Case)  
(Jointly Administered)**ORDER APPROVING APPLICATION OF  
OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS FOR ENTRY OF ORDER  
APPROVING RETENTION AND  
EMPLOYMENT OF EPIQ CORPORATE  
RESTRUCTURING, LLC AS INFORMATION  
AGENT FOR THE COMMITTEE, *NUNC PRO  
TUNC* TO FEBRUARY 12, 2019**

- ☐ Affects PG&E Corporation
- ☐ Affects Pacific Gas and Electric Company
- ☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*Date: April 24, 2019; Time: 9:30 a.m. (PT)  
Place: United States Bankruptcy Court  
Courtroom 17, 16<sup>th</sup> Floor  
450 Golden Gate Avenue  
San Francisco, CA 94102

1           Upon the application (the “Application”)<sup>1</sup> of the Official Committee of Unsecured Creditors  
2 (the “Committee”) for entry of an order authorizing the Committee to retain and employ Epiq  
3 Corporate Restructuring, LLC (together with its affiliates and subcontractors, “Epiq”) as Information  
4 Agent for the Committee *nunc pro tunc* to February 12, 2019, and the Court having reviewed the  
5 Application and considered the Declaration of Sidney Garabato (the “Garabato Declaration”) in  
6 connection with the Application, the Court hereby finds as follows: (a) the Court has jurisdiction to  
7 consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334;  
8 (b) consideration of the Application and the relief requested therein is a core proceeding pursuant to  
9 28 U.S.C. § 157(b); (c) venue of this matter is proper before this Court pursuant to 28 U.S.C. §§ 1408  
10 and 1409; (d) due and proper notice of the Application was provided, and no other or further notice  
11 need be provided; and (e) the legal and factual bases set forth in the Application and the Declaration  
12 establish just cause for the relief granted herein. Now, therefore, upon all of the proceedings had  
13 before the Court, and after due deliberation and sufficient cause appearing therefor, it is **HEREBY**  
14 **ORDERED THAT:**  
15

16           1. The Application is granted as set forth herein, *nunc pro tunc* to February 12, 2019.  
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18           2. Pursuant to section 1103(a) of the Bankruptcy Code, the Committee is authorized to  
19 employ and retain Epiq as its Information Agent in accordance with the terms and conditions of the  
20 Services Agreement.  
21

22           3. Epiq is authorized to establish and maintain the Committee’s website and provide  
23 technology and communications-related services.  
24

25           4. Epiq will prepare and serve required notices and pleadings on behalf of the Committee  
26 in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed  
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28           <sup>1</sup> Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Application.

1 by the Committee and/or the Court, including, if applicable, all notices, orders, pleadings,  
2 publications and other documents as the Committee and/or the Court may deem necessary or  
3 appropriate.

4 5. Without further order of the Court, the Debtors are authorized to compensate Epiq in  
5 accordance with the terms and conditions of the Services Agreement upon Epiq's submission to the  
6 Debtors of invoices summarizing, in reasonable detail, the services rendered and expenses incurred  
7 in connection therewith and without the necessity for Epiq to file an application for compensation or  
8 reimbursement with the Court.  
9

10 6. Notwithstanding any term in the Services Agreement to the contrary, no limitation of  
11 liability under the Services Agreement shall apply during these chapter 11 cases.

12 7. Epiq will serve monthly invoices on the Notice Parties (as defined in the *Order*  
13 *Pursuant to 11 U.S.C. §§ 331 and 501(a) and Fed. R. Bankr. P. 2016 for Authority to Establish*  
14 *Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket  
15 No. 701]).  
16

17 8. The parties shall meet and confer in an attempt to resolve any dispute which may arise  
18 relating to the Services Agreement or monthly invoices; provided that the parties may seek resolution  
19 of the matter from the Court if resolution is not achieved.

20 9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of  
21 Epiq incurred pursuant to the Services Agreement are to be treated as an administrative expense of  
22 the Debtors' estates.  
23

24 10. In the event of any inconsistency between the Services Agreement, the Application,  
25 and this Order, this Order shall govern.

26 11. The Committee and Epiq are authorized to take all actions necessary to effectuate the  
27 relief granted in this Order in accordance with the Application.  
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1           12. Notwithstanding any term in the Services Agreement to the contrary, this Court retains  
2 exclusive jurisdiction with respect to all matters arising from or related to the implementation,  
3 interpretation, and enforcement of this Order.

4                                   \*\* END OF ORDER \*\*  
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